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DEPT OF ARMY WASHDC

SIPDIS

L/PM (CDR TOM HEROLD), WHA/AND (JANINE KEIL), DOD/OSD
(LTC DAN MCDONALD), DOD/OSD/WHA (WALTER EARLE)

E.O. 12958: DECL: 09/06/2014
TAGS: [KTIA](#) [MARR](#) [MOPS](#) [PM](#) [PREL](#) [US](#) [EC](#)
SUBJECT: FINAL AGREEMENT WITH ECUADOR ON STATUS OF FORCES
FOR EXERCISES

REF: A. QUITO 48
[1](#)B. 07 QUITO 2299
[1](#)C. SECSTATE 3118
[1](#)D. 07 SECSTATE 132344

Classified By: DCM Jefferson Brown for Reasons 1.4 (b&d)

[1](#)1. (C) Following the meeting with GOE officials on January 9, 2008, and providing the modified text in draft format as per Refs A and C, Post has engaged the GOE on numerous occasions to stress the importance of completion of the exchange of diplomatic notes. Bureaucratic hurdles, multiple changes in Ecuadorian civilian and military leadership over the period, and political tensions in the wake of the March 1 Colombian attack across the Ecuadorian border all conspired to make this a lengthy and challenging process. However, the GOE finally responded positively on May 29 with a diplomatic note dated May 28 (paragraph four). The MFA's dip note completes the exchange of notes and provides the equivalent of Administrative and Technical status to military personnel participating in military exercises in Ecuador through December 2008.

[1](#)2. (C) Director of Operations General Patricio Cardenas of the Ecuadorian Joint Command told the Embassy Military Group on May 21 that Minister of Defense Ponce's seeing two USG-funded installations during his visit to the Northern Border in early May broke the political log jam and convinced him to support the note. He then used his close relationship to President Correa to advocate personally, together with Security Minister Larrea, to complete the exchange of notes.

[1](#)3. (SBU) BEGIN TEXT OF EMBASSY'S DIPLOMATIC NOTE OF MAY 12:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ecuador and has the honor to refer to the Ministry's dip note #23165-GVM-SSNRF-DGSN, dated May 15, 2008, regarding military cooperation between the Government of the Republic of Ecuador and the Government of the United States. The Embassy hereby provides in annex the text that resulted from our bilateral discussions, in particular the meeting at the Ministry of Foreign Affairs on January 9,

2008, along with an updated calendar. This text reflects the amendments as suggested by the Government of Ecuador in October 2007 and mutually agreed upon by both governments through a subsequent process of negotiation and consultation among all interested parties. The Ministry,s affirmative note in reply shall constitute an agreement between the two governments which shall enter into force on the date of the Ministry,s reply.

ARTICLE I: PURPOSE

The parties shall jointly participate in the Exercises scheduled to take place in Ecuador between January 2008 and December 31, 2008. In connection with the Exercises, United States armed forces will deploy to Ecuador to perform training, medical, engineering, and constructions projects.

ARTICLE II: DEFINITIONS

As used in this agreement, "United States personnel" shall mean military and civilian personnel of the United States armed forces temporarily present in Ecuador in connection with the Exercises.

ARTICLE III: SUBJECT MATTER

The subject matter of the exercises described in this Agreement, and the schedule for such exercises, shall be prepared and approved by mutual agreement of both parties, which shall ensure that the schedule for exercises to be conducted the following year are approved within the last six months of the previous year. The schedule of exercises may be modified thereafter by mutual agreement of the parties, as necessary.

ARTICLE IV: RESPECT FOR LAW

It shall be the responsibility of the United States personnel to respect the laws of Ecuador and to abstain from any activity inconsistent with the spirit of this Agreement. Authorities of the Government of the United States of America will take necessary measures to that end.

ARTICLE V: ENTRY AND EXIT

United States personnel may enter and exit Ecuador with United States Government identification and with collective or individual travel orders. Passports and visas will not be required. The Embassy of the United States in Quito will notify the Government of Ecuador with the appropriate timeliness the list of names and dates of arrival and/or departure of the personnel assigned to these exercises.

ARTICLE VI: WEARING UNIFORMS

United States personnel may wear their uniforms while performing official duties in Ecuador and within the area assigned for the conduct of the exercises provided under this Agreement.

ARTICLE VII: LICENSING

Ecuadorian authorities shall accept as valid, without a driving test or fee, a driving permit or license issued by the appropriate United States authority to United States personnel for the operation of military or official vehicles. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

The Government of Ecuador shall accept as valid medical credentials and licenses issued to United States health care personnel by appropriate United States authorities.

ARTICLE VIII: FREEDOM OF MOVEMENT

United States personnel in Ecuador shall enjoy freedom of movement within the area where the exercises take place and such freedom of movement as is necessary to exercise the

right to undertake those activities deemed necessary for the performance of their duties. United States personnel transiting outside the area designated for the conduct of the exercises shall be subject to the laws of Ecuador in accordance with their status, which is equivalent to that provided to the administrative and technical staff of the United States Embassy, provided under Article IX of this Agreement.

ARTICLE IX: STATUS OF PERSONNEL

The Government of Ecuador shall accord to United States personnel in Ecuador in connection with these Exercises, status equivalent to that provided to the administrative and technical staff of the United States Embassy in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961 (the Convention). Consistent with this Convention, United States personnel shall be subject to the civil and administrative jurisdiction of Ecuador for acts committed outside the course of their duties.

Notwithstanding this article, if it becomes necessary for Ecuadorian authorities to detain temporarily any United States personnel, the Ecuadorian authorities shall immediately notify the Embassy of the United States of America in Ecuador, and coordinate for their return to the appropriate United States authorities. The provisions of

this paragraph notwithstanding, United States personnel shall be subject to the civil and administrative jurisdiction of Ecuador, in accordance with the provisions of the preceding paragraph.

Ecuadorian authorities and United States military police investigators shall cooperate in the investigation of any crimes believed to be committed by or against United States personnel.

ARTICLE X: CLAIMS

Both Parties shall waive any and all claims against each other for damage, loss, or destruction of the other's property arising from activities to which this Agreement applies. With respect to claims against the United States other than contractual claims and those waived or otherwise addressed in this Article, the Government of the United States of America shall pay just, fair, and reasonable compensation in settlement of meritorious claims arising out of the acts or omissions of United States personnel, or which are otherwise incident to the Exercise activities of the United States armed forces. These claims shall be expeditiously processed and settled by United States authorities in accordance with United States laws, in coordination with the appropriate Ecuadorian authorities.

The Government of Ecuador shall provide lands and facilities for the successful performance of operations relating to the agreed exercises; it shall also pay just, fair, and reasonable compensation in settlement of meritorious claims arising from the use, by the armed forces of Ecuador and of the United States, of lands or other properties, including facilities provided for such purpose by the Government of Ecuador.

The costs associated with resolving claims as set forth in this Agreement shall be borne by the party responsible, except those stipulated in the preceding paragraph.

The Government of Ecuador shall accept full responsibility for, and shall hold the United States Government harmless from, any claims arising from the use of projects constructed, in whole or in part, during these Exercises, provided such projects have been previously approved by the Government of Ecuador.

ARTICLE XI: IMPORT AND EXPORT

United States Government property imported into or acquired

in Ecuador by or on behalf of the United States armed forces in connection with these Exercises, shall be free of all Ecuadorian inspections, duties, taxes, and other charges. Title to such property shall remain with the Government of the United States of America, which may remove such property from Ecuador at any time, free from export duties, taxes, or other charges that would otherwise be assessed upon such property after importation into, or acquisition in, Ecuador. Such property may be removed from Ecuador, or disposed of therein, provided that disposition of such property in Ecuador to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such person or entities.

Personal property of United States personnel may be imported into and used in Ecuador free of all inspection, duties, taxes, and other charges during the period of the owner's service in Ecuador. Such property shall normally be exported or transferred to other United States personnel. The transfer of such property to persons or entities in Ecuador who are not exempt from importation duties and restrictions can be made only under terms and conditions, including payment of applicable duties and taxes, imposed by the Government of Ecuador. The exportation of such property and

of property acquired in Ecuador by United States personnel for personal use shall be free of all Ecuadorian duties, taxes, and other charges.

ARTICLE XII: PUBLIC UTILITIES

The United States armed forces and United States personnel may use water, electricity, and other public utilities and facilities on terms and conditions, including rates or charges, no less favorable than those available to the Ecuadorian armed forces in like circumstances, unless otherwise agreed. The Government of Ecuador shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities.

Ecuadorian authorities shall permit the United States armed forces to use radio communications for the conduct of the official duties of United States personnel. The Government of Ecuador shall notify the United States armed forces of the radio frequencies for local and international official communication to be used for this purpose. Ecuadorian authorities shall permit United States personnel to use United States armed forces organic communication systems for their official duties.

ARTICLE XIII: USE OF TRANSPORTATION FACILITIES

Vehicles, vessels, and aircraft operated by the United States armed forces shall not be subject to the payment of landing or port fees, pilotage, navigation or over flight charges, or tolls or other use charges, including light and harbor dues, while in Ecuador. Aircraft operated by or for the United States armed forces shall observe local air traffic control regulations while in Ecuador. Vessels owned or operated by the United States armed forces shall not be subject to compulsory pilotage at Ecuadorian ports.

ARTICLE XIV: SECURITY

The parties shall cooperate in taking such steps as may be necessary to ensure the security of United States personnel and property in Ecuador pursuant to this Agreement.

Security personnel from the United States who are participating in these exercises shall have the right to carry arms and ammunition while performing official duties and while within the area where the exercises are being conducted. No other United States personnel may carry arms during their stay in Ecuadorian territory, except when the nature of the exercise so requires, in which case the Ecuadorian authorities shall authorize United States personnel to carry arms and ammunition within the area where the exercises are being conducted and for purposes of

transporting them from the point of debarkation to the exercise area and back to the point of embarkation. United States authorities will submit a list of the weapons to be brought into Ecuador for these purposes, including a general description of the arms, to Ecuadorian military authorities for approval. Under no circumstances shall any type of arms other than those that have been approved by the Ecuadorian authorities be permitted, nor shall any other United States personnel, other than those authorized, be permitted to carry arms or ammunition.

ARTICLE XV: IMPLEMENTATION

Arrangements to implement this Agreement shall be entered into by appropriate authorities of the Parties as required.

Any differences regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest and most distinguished consideration.

END EMBASSY'S DIPLOMATIC NOTE OF MAY 15

14. (SBU) BEGIN TEXT OF ECUADORIAN MFA'S DIPLOMATIC NOTE OF MAY 28:

THE MINISTRY OF FOREIGN RELATIONS, COMMERCE AND INTEGRATION presents its compliments to the Honorable Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's note No. POL 036/2008, dated May 15 2008, which states the following:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ecuador and has the honor to refer to the Ministry's dip note #23165-GVM-SSNRF-DGSN, dated May 12, 2008, regarding military cooperation between the Government of the Republic of Ecuador and the Government of the United States. The Embassy hereby provides in annex the text that resulted from our bilateral discussions, in particular the meeting at the Ministry of Foreign Affairs on January 9, 2008, along with an updated calendar. This text reflects the amendments as suggested by the Government of Ecuador in October 2007 and mutually agreed upon by both governments through a subsequent process of negotiation and consultation among all interested parties. The Ministry's affirmative note in reply shall constitute an agreement between the two governments which shall enter into force on the date of the Ministry's reply.

THE MINISTRY OF FOREIGN RELATIONS, COMMERCE AND INTEGRATION taking note of the attached document and updated calendar has the pleasure to confirm acceptance of them, and hence the Embassy's diplomatic note and this response constitute an agreement between the two countries, which will be effective from this date.

THE MINISTRY OF FOREIGN RELATIONS, COMMERCE AND INTEGRATION avails itself of this opportunity to renew to the Honorable Embassy of the United States the assurances of its highest and most distinguished consideration.

END TEXT OF ECUADORIAN MFA'S DIPLOMATIC NOTE OF MAY 28
Jewell